

<i>SERFF Tracking Number:</i>	<i>MNNL-127316395</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Minnesota Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>49293</i>
<i>Company Tracking Number:</i>	<i>11-120.03</i>		
<i>TOI:</i>	<i>L07I Individual Life - Whole</i>	<i>Sub-TOI:</i>	<i>L07I.101 Fixed/Indeterminate Premium - Single Life</i>
<i>Product Name:</i>	<i>Secure Family Whole Life Policy</i>		
<i>Project Name/Number:</i>	<i>SWL Family/11-120.03</i>		

Filing at a Glance

Company: Minnesota Life Insurance Company

Product Name: Secure Family Whole Life Policy SERFF Tr Num: MNNL-127316395 State: Arkansas

TOI: L07I Individual Life - Whole SERFF Status: Closed-Approved- Closed State Tr Num: 49293

Sub-TOI: L07I.101 Fixed/Indeterminate Premium - Single Life Co Tr Num: 11-120.03 State Status: Approved-Closed

Filing Type: Form Reviewer(s): Linda Bird
 Authors: Susan Johnson, Matthew Harrington, Joyce Townsend Disposition Date: 07/15/2011
 Date Submitted: 07/13/2011 Disposition Status: Approved-Closed

Implementation Date Requested: 08/15/2011 Implementation Date:

State Filing Description:

General Information

Project Name: SWL Family	Status of Filing in Domicile: Pending
Project Number: 11-120.03	Date Approved in Domicile:
Requested Filing Mode: Review & Approval	Domicile Status Comments:
Explanation for Combination/Other:	Market Type: Individual
Submission Type: New Submission	Individual Market Type:
Overall Rate Impact:	Filing Status Changed: 07/15/2011
	State Status Changed: 07/15/2011
Deemer Date:	Created By: Susan Johnson
Submitted By: Susan Johnson	Corresponding Filing Tracking Number: 11-120.03

Filing Description:

Submitted for review and approval are the following forms. These forms are new and do not replace any previously approved forms:

Form 11-120.03 is a policy of permanent life insurance that provides guaranteed protection for the life of the insured with a level premium payable through the base insured's age 121. The policy will be marketed to credit union members, their

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TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life
Product Name: Secure Family Whole Life Policy
Project Name/Number: SWL Family/11-120.03

spouses/legal partners and children. All coverages will be issued on a unisex basis. Base issue ages are 0-90 for the member and spouse and 0-23 for children.

Form 11-942 is a Conditional Insurance Agreement which is offered to members only at this time, but may be offered to spouses/legal partners of members in the future as well. It is available without evidence of insurability and there is no additional premium paid for the agreement. The credit union member has meet certain eligibility requirements (conditions) in order to purchase the additional insurance amounts available under this agreement. These conditions/eligibility requirements include: being actively-at-work for a number of hours per week and for a certain number of days, insured cannot be totally disabled, etc. The agreement provides the option of an increase on a maximum of two dates. The second increase will not be allowed if the member does not elect the first increase or if the result of the first increase brings the member's total face above \$125,000.

Form 11-904 is a Children's Term Insurance Agreement which is available at ages 14 days through 17 years and allows the owner to purchase level term insurance on children. The policyowner may convert the term insurance for the child/children covered under the agreement to a policy of permanent life insurance. The Children's Term Agreement provides for a death benefit on the lives of the current and future children, stepchildren, and legally adopted children of the base insured. This agreement is available on the spouse or member contract (not on both), and only on one contract per insured. There is a premium for this optional agreement.

Form 11-917 is a Waiver of Premium Agreement which provides for the payment of the policy's total annual premium if the insured's total and permanent disability commenced after the policy anniversary nearest his or her 18th birthday, but before the policy anniversary nearest his or her age 65.

Form F74248 5-2011 is a modified guaranteed issue application which will be completed on-site at credit unions or work sites electronically between the licensed representative and the member applicant when the member base face amount applied for is equal to or less than \$125,000. Any signatures required by a spouse/legal partner or a child having reached the age of majority, will be gathered either over the phone through voice signature or on-site at the credit union after taking the member application in some cases, otherwise at the same time the member application is taken. Both the electronic application process for the member and the voice signature process for spouse/legal partner and children are described in separate exhibits on the supporting documents tab. Approximately 2% to 3% of applications will be completed on paper rather than through the electronic process.

Form F74524 5-2011 is a simplified issue application which will be completed on-site at credit unions or work sites electronically between the licensed representative and the member applicant when the member base face amount applied for is greater than \$125,000. Any signatures required by a spouse/legal partner will be gathered either over the phone through voice signature or on-site at the credit union after taking the member application in some cases, otherwise at the same time the member application is taken. Both the electronic application process for the member and

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<i>TOI:</i>	<i>L071 Individual Life - Whole</i>	<i>Sub-TOI:</i>	<i>L071.101 Fixed/Indeterminate Premium - Single Life</i>
<i>Product Name:</i>	<i>Secure Family Whole Life Policy</i>		
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the voice signature process for spouse/legal partner and children are described in separate exhibits on the supporting documents tab. Approximately 2% to 3% of applications will be completed on paper rather than through the electronic process.

Form F74657 5-2011 is a policy change application which will be completed when the member applicant would like to make a change to his or her policy. These changes include, but are not limited to, updates to owner information, face amount adjustments, revision to smoker designations, addition or removal of agreements and reinstatement. Any signatures required will be gathered either over the phone through voice signature or by the member applicant mailing in a signed policy change application.

Form 09-931 is an Accelerated Death Benefit Agreement for terminal illness. We will be using this Agreement with this forms package as previously approved by the Department on May 15, 2009. Also included is a sample Outline of Coverage for Accelerated Benefit which would be signed and left with any applicant who elects the Accelerated Benefit Agreement. The Outline is attached as an exhibit to the supporting documents tab.

Finally, we have included all necessary actuarial memorandums and a Statement of Variability for the associated data pages and all applications.

Thank you for your consideration.

Company and Contact

Filing Contact Information

Susan Johnson, Companies/Product Compliance Analyst	susan.johnsonlaw@securian.com
400 ROBERT STREET NORTH	651-665-4277 [Phone]
ST. PAUL, MN 55101-2098	651-665-5424 [FAX]

Filing Company Information

Minnesota Life Insurance Company	CoCode: 66168	State of Domicile: Minnesota
400 Robert Street North	Group Code: 869	Company Type:
Law Department	Group Name:	State ID Number:
St. Paul, MN 55101-2098	FEIN Number: 41-0417830	
(651) 665-3500 ext. [Phone]		

Filing Fees

SERFF Tracking Number: MNNL-127316395 *State:* Arkansas
Filing Company: Minnesota Life Insurance Company *State Tracking Number:* 49293
Company Tracking Number: 11-120.03
TOI: L071 Individual Life - Whole *Sub-TOI:* L071.101 Fixed/Indeterminate Premium - Single Life
Product Name: Secure Family Whole Life Policy
Project Name/Number: SWL Family/11-120.03

Fee Required? Yes
Fee Amount: \$350.00
Retaliatory? No
Fee Explanation: \$50 x7 forms = \$350
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Minnesota Life Insurance Company	\$350.00	07/13/2011	49753957

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	07/15/2011	07/15/2011

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Disposition

Disposition Date: 07/15/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: MNNL-127316395 State: Arkansas

Filing Company: Minnesota Life Insurance Company State Tracking Number: 49293

Company Tracking Number: 11-120.03

TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life

Product Name: Secure Family Whole Life Policy

Project Name/Number: SWL Family/11-120.03

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Exhibit - Outline of Coverage		Yes
Supporting Document	Exhibits - eSignature and Voice Signature Documentation		Yes
Supporting Document	Statement of Variability		Yes
Form	Secure Family Whole Life Policy		Yes
Form	Conditional Insurance Agreement		Yes
Form	Children's Term Agreement		Yes
Form	Waiver of Premium Agreement		Yes
Form	Application Part 1		Yes
Form	Application Part 2		Yes
Form	Policy Change Application		Yes

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Filing Company: Minnesota Life Insurance Company State Tracking Number: 49293

Company Tracking Number: 11-120.03

TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life

Product Name: Secure Family Whole Life Policy

Project Name/Number: SWL Family/11-120.03

Form Schedule

Lead Form Number: 11-120.03

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	11-120.03	Policy/Cont	Secure Family Whole Initial			51.000	11-120.03 Secure Family Whole Life Policy.pdf
	11-942	Certificate	Conditional Amendmen Insurance Agreement t, Insert Page, Endorseme nt or Rider	Initial		51.100	11-942 Conditional Insurance Agreement.pdf
	11-904	Certificate	Children's Term Amendmen Agreement t, Insert Page, Endorseme nt or Rider	Initial		52.400	11-904 Children's Term Agreement.pdf
	11-917	Certificate	Waiver of Premium Amendmen Agreement t, Insert Page, Endorseme nt or Rider	Initial		43.600	11-917 Waiver of Premium Agreement.pdf
	F74248 5-2011	Application/ Enrollment Form	Application Part 1	Initial		50.300	Application Part 1 74248 5-2011.pdf
	F74524 5-2011	Application/ Enrollment Form	Application Part 2	Initial		50.000	Application Part 2 74524 5-2011.pdf
	F74657 5-2011	Application/ Enrollment	Policy Change Application	Initial		51.200	Policy Change

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Form

Application
74657 5-
2011.pdf

SECURE FAMILY WHOLE LIFE POLICY

[Insured John A Doe]
[Policy Number: 1-000-000W]
[Policy Date: May 1, 2011]

NOTICE: IF THIS POLICY CONTAINS AN ACCIDENTAL DEATH BENEFIT AGREEMENT, OR A WAIVER OF PREMIUM AGREEMENT, READ THE LIMITATIONS IN THOSE AGREEMENTS CAREFULLY FOR EXCLUSIONS OF COVERAGE DUE TO WAR.

Face Amount payable at death

Premiums paid to the date shown on the policy data pages

Participating

READ YOUR POLICY CAREFULLY

THIS IS A LEGAL CONTRACT

Subject to the provisions of this policy, we promise to pay to the beneficiary the death proceeds when we receive proof satisfactory to us of the insured's death.


This policy, including any change of it, is issued in consideration of the application for this policy and the payment of the premiums.

The owner and the beneficiary are as named in the initial application unless they are changed as provided in this policy.

Signed for Minnesota Life Insurance Company, a stock company, at St. Paul, Minnesota, on the policy date.

Notice of Your Right to Examine This Policy

It is important to us that you are satisfied with this policy after it is issued. If you are not satisfied with it, you may return the policy to us or our agent within 30 days after you receive it. If you return the policy, you will receive a full refund of any premiums within 7 days of the date we receive your notice of cancellation.


[Secretary]


[President]

[MINNESOTA LIFE]

Minnesota Life Insurance Company
[400 Robert Street North
St. Paul, MN 55101-2098
www.minnesotalife.com
651.665.3500]

If you have questions or complaints about this policy, you may contact your advisor, us, or the insurance department of your state at the following location.

Insurance Department of: []

[Address]

[Address]

Telephone Number []

Toll Free Telephone Number []

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Secure Family Whole Life Policy

Insured: [John A Doe]
Issue Age: [35]
Gender: [Unisex]
Policy Number: [1-000-000W]
Policy Date: [May 1, 2011]
[Policy Change Date: [May 1, 2012]]
Face Amount: [\$100,000]

Underwriting Class at Issue: [Modified Guaranteed Issue] [Non-Smoker]
[If dividends are declared, they will reflect an Underwriting Class of:
[Modified Guaranteed Issue] [Non-Smoker]]

Payment Options	Premium	Annual Payment
Annual	[\$1,316.86]	[\$1,316.86]
Semi Annual	[\$658.43]	[\$1,316.86]
Quarterly	[\$329.22]	[\$1,316.86]
Monthly	[\$109.74]	[\$1,316.86]

Annual policy loan interest rate: [5%] payable in arrears
Minimum policy loan payment: [\$25.00]
Minimum annual premium for the policy if face amount is decreased: [\$156.00]
Annual policy reinstatement interest rate: [6%]

Dividend Option – [Paid Up Additional Insurance]

DIVIDENDS ARE NOT GUARANTEED

Type of Coverage	Annual Premium
Basic policy Guaranteed protection for life Effective: [May 1, 2011] Premium payable through [April 30, 2097]	[\$1,264.02]
Policy fee of \$75.00 is included in each annual premium.	

Insured: [John A Doe]

Additional Agreements

Annual
Premium

[Accelerated Death Benefit Agreement
Effective: [May 1, 2011]
There is no premium for this agreement.]

[Children's Term Agreement
Effective: [May 1, 2011]
Level term coverage to age 25 for each child: [\$10,000]
Premium payable to the earlier of the policy anniversary following the youngest child's age 25 or the policy anniversary following the base insured's 65th birthday.] [\$50.00]

[Conditional Insurance Agreement
Effective: [May 1, 2011]
Condition date 1: [February 1, 2012]
Condition date 2: [February 1, 2013]
Actively at Work Requirements:
Number of hours per week work required: [17.5]
For [90 days] prior to the condition date.
Maximum policy face amount immediately prior to election date: [\$125,000.]
There is no premium for this agreement.]

[Waiver of Premium Agreement
Effective: [May 1, 2011]
Premium payable through [April 30, 2041]] [\$42.84]

Total Annual Premium on Policy Date: [\$1,316.86]

TABLE OF GUARANTEED CASH VALUES EFFECTIVE [May 1 2011]

These values do not include dividends and are subject to the Policy Values section in this policy.

Policy Anniversary May 1	Guaranteed Cash Value	Extended Term Insurance		Reduced Paid-Up Insurance
		Years	Days	
2012	0	0	0	0
2013	0	0	0	0
2014	553	4	214	2,580
2015	1,514	10	98	6,821
2016	2,508	14	84	10,911
2017	3,535	16	334	14,852
2018	4,595	18	335	18,646
2019	5,688	20	162	22,296
2020	6,813	21	225	25,802
2021	7,970	22	199	29,169
2022	9,158	23	106	32,398
2023	10,380	23	326	35,503
2024	11,633	24	127	38,479
2025	12,923	24	247	41,344
2026	14,251	24	330	44,105
2027	15,614	25	16	46,757
2028	17,011	25	40	49,302
2029	18,439	25	40	51,740
2030	19,898	25	19	54,077
2031	21,384	24	342	56,309
Age 60	29,192	23	272	66,079
Age 62	32,504	23	22	69,442
Age 65	37,607	21	328	73,943

TABLE OF GUARANTEED CASH VALUES CONDITIONALLY EFFECTIVE [May 1 2012]

These values do not include dividends and are subject to the Policy Values section in this policy.

Policy Anniversary May 1	Guaranteed Cash Value	Extended Term Insurance		Reduced Paid-Up Insurance
		Years	Days	
2013	0	0	0	0
2014	553	4	13	2,580
2015	1,604	9	230	7,226
2016	2,745	13	278	11,942
2017	3,924	16	204	16,486
2018	5,140	18	225	20,858
2019	6,394	20	73	25,064
2020	7,685	21	148	29,105
2021	9,013	22	130	32,987
2022	10,376	23	45	36,707
2023	11,778	23	269	40,284
2024	13,216	25	77	43,715
2025	14,696	24	201	47,017
2026	16,220	24	288	50,199
2027	17,784	24	342	53,255
2028	19,387	25	5	56,188
2029	21,026	25	8	58,999
2030	22,700	24	354	61,691
2031	24,405	24	314	64,264
2032	26,138	24	258	66,721
AGE 60	33,365	23	252	75,526
AGE 62	37,166	23	4	79,402
AGE 65	43,022	21	313	84,590

TABLE OF GUARANTEED CASH VALUES CONDITIONALLY EFFECTIVE [May 1 2013]

These values do not include dividends and are subject to the Policy Values section in this policy.

Policy Anniversary May 1	Guaranteed Cash Value	Extended Term Insurance		Reduced Paid-Up Insurance
		Years	Days	
2014	553	3	226	2,580
2015	1,604	8	281	7,226
2016	2,841	12	355	12,360
2017	4,165	15	355	17,499
2018	5,531	18	47	22,444
2019	6,939	19	288	27,200
2020	8,389	21	20	31,771
2021	9,881	22	18	36,163
2022	11,412	22	308	40,372
2023	12,987	23	177	44,419
2024	14,602	23	361	48,299
2025	16,265	24	127	52,036
2026	17,977	24	220	55,637
2027	19,734	24	280	59,094
2028	21,534	24	312	62,411
2029	23,375	24	319	65,591
2030	25,256	24	304	68,638
2031	27,171	24	269	71,548
2032	29,117	24	216	74,325
2033	31,095	24	146	76,980
AGE 60	37,235	23	220	84,286
AGE 62	41,505	22	341	88,672
AGE 65	48,083	21	289	94,541

SUPPLEMENTAL SCHEDULE OF BENEFITS

This Supplemental Schedule of Benefits shows the face amount and premiums payable for the additional insurance amount that will become effective under the Conditional Insurance Agreement if all conditions in that agreement are met on the condition dates. If any of the conditions stated in the Conditional Insurance Agreement are not met, the additional insurance provided by that agreement will not become effective.

Additional Insurance Amount Conditionally Effective:	[May 1, 2012]		
		Premium	Premium Payable
Additional Face Amount:	[\$14,621]	[\$200.97]	Through [April 30, 2097]
Waiver of Premium Applicable on the Additional Face Amount:		[\$7.03]	[April 30, 2041]
Total Face Amount:	[\$114,621]		
Total Annual Premium Including Additional Insurance:		[\$1,524.60]	

Additional Insurance Amount Conditionally Effective:	[May 1, 2013]		
		Premium	Premium Payable
Additional Face Amount:	[\$13,892]	[\$200.97]	Through [April 30, 2097]
Waiver of Premium Applicable on the Additional Face Amount:		[\$7.03]	[April 30, 2041]
Total Face Amount:	[\$128,513]		
Total Annual Premium Including Additional Insurance:		[\$1,732.86]	

Death Proceeds Alternative Settlement Options

Option 1: Interest Payments

Please refer to the Payment of Proceeds section of your policy.

Option 2: Payments for a Specified Period

Monthly payments per \$1,000 of proceeds applied under this option are shown below.

Number of Years	Monthly Payments
5	\$17.08
10	8.75
15	5.98
20	4.59
25	3.76

[Option 3: Life Income

Monthly payments per \$1,000 of proceeds applied under this option are shown below.

Life Income with Payments Guaranteed for Male

Age	Life	5 Years	10 Years	20 Years
50	\$2.98	\$2.98	\$2.97	\$2.89
55	3.37	3.37	3.34	3.20
60	3.89	3.87	3.82	3.55
65	4.58	4.55	4.43	3.90
70	5.54	5.46	5.20	4.21
75	6.87	6.67	6.08	4.43

Life Income with Payments Guaranteed for Female

Age	Life	5 Years	10 Years	20 Years
50	\$2.75	\$2.74	\$2.74	\$2.70
55	3.08	3.08	3.06	2.99
60	3.52	3.51	3.49	3.34
65	4.11	4.09	4.03	3.72
70	4.93	4.89	4.75	4.09
75	6.12	6.01	5.66	4.37]

[Option 3: Life Income

Monthly payments for each \$1,000 of proceeds applied under this option are shown below.

Life Income with Payments Guaranteed for Unisex

Age	Life	5 Years	10 Years	20 Years
50	\$2.79	\$2.79	\$2.78	\$2.74
55	3.14	3.14	3.12	3.04
60	3.59	3.58	3.55	3.38
65	4.20	4.18	4.44	3.76
70	5.05	5.00	4.84	4.12
75	6.26	6.14	5.75	4.38]

Option 4: Payments of a Specified Amount

Please refer to the Payment of Proceeds section of your policy.

Settlement Option Guaranteed Annual Interest Rate:

1%

Summary of Policy Benefits

Living Benefits

Your policy has certain values which are available to you during the insured’s lifetime. You may use these values:

- To provide income (see page 6).
- As collateral for a loan or as the basis for a policy loan (see page 8).
- To continue some insurance protection if you cannot or do not wish to continue paying premiums (see page 7).
- To obtain cash by surrendering your policy (see page 8).

The values available for such uses are the total of:

- | | |
|--------------|--|
| | <ul style="list-style-type: none">• The base cash value of your policy (see policy data pages), |
| PLUS | <ul style="list-style-type: none">• The cash value of any additional agreements, |
| PLUS | <ul style="list-style-type: none">• The cash value of any additional insurance purchased with dividends, |
| PLUS | <ul style="list-style-type: none">• Any dividends left with us to accumulate at interest, |
| MINUS | <ul style="list-style-type: none">• Any unpaid policy loan and unpaid policy loan interest. |

Death Benefit

The amount payable to the beneficiary is the total of the following amounts determined on the date of the insured’s death:

The face amount of this policy (see policy data pages),

- | | |
|--------------|---|
| PLUS | <ul style="list-style-type: none">• Any additional insurance on the insured’s life provided by an additional agreement (see policy data pages), |
| PLUS | <ul style="list-style-type: none">• Any additional insurance on the insured’s life purchased with dividends (see page 5), |
| PLUS | <ul style="list-style-type: none">• Any dividends left with us to accumulate at interest (see page 5), |
| PLUS | <ul style="list-style-type: none">• Any dividend credited at death (see page 5), |
| PLUS | <ul style="list-style-type: none">• Any premium paid beyond the policy month in which death occurs (see page 5), |
| MINUS | <ul style="list-style-type: none">• Any premium due (see page 4), |
| MINUS | <ul style="list-style-type: none">• Any unpaid policy loan and unpaid policy loan interest (see page 8). |

Additional Agreements

The additional agreements, if any, listed on the policy data pages are described more fully in the additional agreements.

Definitions

When we use the following words, this is what we mean:

age

The insured's age at nearest birthday.

base cash value

The cash value as shown in the Table of Guaranteed Cash Values on the policy data pages.

Code

The U.S. Internal Revenue Code of 1986, as amended.

face amount

The amount of insurance shown on the policy data pages.

in force

The insured's life remains insured under the terms of the policy.

indebtedness

Any unpaid policy loan and any unpaid policy loan interest.

insured

The person whose life is insured under this policy as shown on the policy data pages.

lapse

A premium is in default and the insured's life is no longer insured, except as may be provided in the Policy Values section of this policy.

legal partner

The person with whom you have entered into a legally-sanctioned domestic partnership or civil union that grants you the same rights, responsibilities, and obligations as married couples in accordance with applicable state laws. We will not recognize a partner relationship in any state that does not legally recognize such relationship.

loan value

The maximum amount available for a policy loan under your policy is the total cash value minus any indebtedness.

policy anniversary

The same day and month as your policy date for each succeeding year your policy remains in force. A monthly policy anniversary is the same day as your policy date for each succeeding month your policy remains in force.

policy date

The date shown on the policy data pages, which is the date from which policy anniversaries, policy years, and monthly policy anniversaries are determined.

policy loan interest

The amount of interest we charge you on the policy loan balance on your policy.

proceeds

The amount we will pay under the terms of this policy when your policy is surrendered or when the insured dies.

surrender value

The total cash value of the policy, plus any dividends left with us to accumulate at interest, less any indebtedness.

total cash value

The base cash value of the policy, plus the cash value of any additional agreements, plus the cash value of any additional insurance purchased with dividends.

we, our, us

Minnesota Life Insurance Company.

written request

A request in writing signed by you. We also may require that your policy be sent in with your written request.

you, your

The owner of this policy as shown in the application, unless changed as provided in this policy. The owner may be someone other than the insured.

General Information

What is your agreement with us?

Your policy, or any change to it, contains the entire contract between you and us. This includes the initial application and all subsequent applications to change your policy. Any statements made either by you or by the insured in the initial application or in any application for change will, in the absence of fraud, be considered representations and not warranties. Also, any statement made either by you or by the insured will not be used to void your policy nor defend against a claim under your policy unless the statement is contained in the initial application or in any application for change to this policy.

No change or waiver of any of the provisions of this policy will be valid unless made in writing by us and signed by our president, a vice president, our secretary or an assistant secretary. No agent or other person has the authority to change or waive any provisions of your policy.

Any additional agreement attached to this policy will become a part of this policy and will be subject to all the terms and conditions of this policy unless we state otherwise in the agreement.

When does your policy become effective?

Your policy will become effective on the policy date shown on the policy data pages.

Will this policy qualify as life insurance for tax purposes?

In order for your policy to be considered life insurance, it must qualify under the Internal Revenue Code (the Code) of 1986 as amended. At issue, we intend for your policy to satisfy the cash value accumulation test of Code Section 7702 and, therefore, qualify as life insurance for tax purposes.

At no time will the amount of the death benefit under the policy ever be less than the amount needed to ensure tax qualification.

How will you know the status of your policy?

Each year without charge, we will send you a report. This report will show your policy's status. It will include the total cash value and the death benefit as of the date of the report.

You may also annually request an illustrative report. The first illustrative report will be provided to you at no cost.

How do you exercise your rights under the policy?

You can exercise all the rights under this policy during the lifetime of the insured by making a written request to us. This includes the right to change the ownership. Any change in ownership, unless specified by the owner, will take effect on the date the notice of change is signed by the owner, subject to any payments made or actions taken by the company prior to receipt of the notice.

If your policy is assigned, we will also require the written consent of the assignee. If you have designated an irrevocable beneficiary, the written consent of that beneficiary will also be required.

Premiums

When and where do you pay your premiums?

Your initial premium is due as of the policy date. All premiums after the initial premium are payable on or before the date they are due and must be payable to us at our home office or such other place as we may direct.

If you would like a receipt for a premium payment, we will give you one upon request.

How often do you pay premiums?

Unless you elect otherwise, and with the consent of your financial institution, your premiums will be automatically

withdrawn on a monthly basis from your account at that institution and paid directly to us. If for any reason your financial institution fails to pay a premium when it is due or if this premium payment arrangement is ended, you must pay an annual, semi-annual or quarterly premium directly to us before the end of the grace period to keep your policy in force.

You may also elect to be billed directly for your premiums. If you elect this option, premiums must be paid once a year, twice a year or four times a year. These premiums are shown on the policy data pages as the annual, semi-annual and quarterly premiums. If you decide to pay premiums once a year, your annual premium will be due on the policy anniversary. Should you decide to pay premiums more than once a year, your semi-annual premiums will be due every six months and your quarterly premiums will be due every three months. In each year, one of the premium due dates must fall on the policy anniversary date.

You can also arrange to have one or more premiums paid by automatic premium loans (see page 8). This arrangement can only be effective, however, if your policy has available loan value.

How long must premium payments be made?

The premiums for your policy are payable for the period shown on the policy data pages or until the prior death of the insured.

Can you pay a premium after the date it is due?

Your policy has a 61-day grace period. The 61-day grace period applies to the first premium payment and all subsequent premium payments. The insured's life will continue to be insured during this 61-day period. If the insured dies during this period, we will deduct a premium for the 61-day grace period from the death proceeds of this policy.

We will send you and any assignee of record, at the last known address, at least 31 days prior to the end of the grace period, a written notice indicating the due date and the payment required to keep your policy in force. Any payments sent by U.S. Mail must be postmarked within the grace period.

What happens if a premium is not paid before the end of the grace period?

If a premium is not paid before the end of the 61-day grace period, your policy will lapse and no further premium payments may be made. However, even if your policy lapses, the values, if any, provided for in the Policy Values section of this policy on page 7 will be available to you. If the Automatic Premium Loan provision is active on your policy and there is sufficient loan value, we will make a policy loan to pay the premium due on your policy, which will be no less than a quarterly premium payment.

Can you reinstate your policy after it has lapsed?

Yes. At any time within three years of the date your policy lapses, you may ask us to reinstate your policy to a premium-paying basis. If you request that your policy be reinstated, we will require:

- (1) your written request to reinstate this policy; and
- (2) evidence of insurability satisfactory to us; and
- (3) payment or reinstatement of any indebtedness; and
- (4) payment of all past due premiums on your policy; and
- (5) payment of interest compounded annually on all past due premiums and on any indebtedness.

The policy reinstatement interest rate will not be more than the rate shown on the policy data pages.

Our determination of the insured's continued insurability and the payment of all past due premiums with interest, must occur during the insured's lifetime.

Are there restrictions on the payment of premiums?

There may be restrictions on the amount of premium you may pay under the modified endowment provisions of the Code. Therefore, unless you have specified otherwise in writing, if the payment of a premium or reinstatement would cause your policy to be classified as a modified endowment contract under the Code, we will not accept your payment.

Can you reduce your premium payments?

Yes. You may send us a written request to reduce your premium payments. The requested reduction to your premium payments will be effective as of the date to which premiums have been paid. The reduction to your premium payments will result in a corresponding reduction to the face amount of your policy and may require a partial surrender of your policy's cash value.

Your premium payments cannot be reduced to an amount lower than the minimum annual premium shown on the policy data pages. We will send you new policy data pages showing your new premium amount and policy face amount. We reserve the right to make any necessary adjustment to your premium amount.

The reduction to your policy's face amount and any surrender of your policy's cash value may be a taxable event. Please consult your tax advisor prior to requesting a reduction to your premium payments.

Is there a premium refund at the insured's death?

We will pay to the beneficiary any part of a paid premium that covers the period from the end of the policy month in which the insured died to the date to which premiums are paid. However, if your policy contains a waiver of premium agreement and the last premium was waived by us under the terms of that agreement, we will not refund that premium.

Is there a premium refund at surrender?

No.

Dividends

Will your policy receive dividends?

Each year we determine whether to allocate and distribute a portion of our surplus to various classes of policies and, as applicable, the extent to which your policy will share in this distribution. We call your policy's share a dividend and credit it to your policy on your policy anniversary under one of the dividend options shown below. The distribution of a dividend is not guaranteed.

How can your dividends be applied?

You may choose to have your dividends applied according to any of the following dividend options. We may also offer the ability for you to have your dividends applied under a combination of the available dividend options.

If you do not select a dividend option, we will automatically apply any dividend to purchase paid-up additional insurance as the default option:

Available Dividend Options:

- (1) **Cash** – Paid in cash to you.
- (2) **Reduce Premiums** – Used to pay part or all of an annual premium on your policy. This option is only available if you have chosen to pay your premiums annually.
- (3) **Accumulation** – Left with us to accumulate at interest. Your accumulations will earn interest at a rate to be determined by us, but never less than the settlement option guaranteed interest rate shown on the policy data pages. You can request that we pay you any accumulated dividends at any time.
- (4) **Paid-Up Additional Insurance** – Used to buy paid-up additional insurance on the life of the insured. Your paid-up additional insurance will also be eligible to receive dividends.

Any dividends left with us to accumulate at interest and the cash value of any paid-up additional insurance will be paid to you upon surrender of your policy.

Will a dividend be paid at the insured's death?

If we have determined that a dividend would be payable at the end of a policy year in which the insured dies, we will pay a portion of that dividend to the beneficiary. The dividend will be for that part of the policy year during which the insured lived.

May paid-up additions be surrendered?

Yes. You may surrender paid-up additions to cash up to the lesser of the total cash value minus any indebtedness, or the cash value of any paid-up additional insurance.

Beneficiary

To whom will we pay the death proceeds?

When we receive proof satisfactory to us of the insured's death, we will pay the death proceeds of this policy to the beneficiary or beneficiaries named in the application for this policy unless you have changed the beneficiary. In that event, we will pay the death proceeds to the beneficiary named in your last change of beneficiary request as provided below.

What happens if one or all of the beneficiaries dies before the insured?

If a beneficiary dies before the insured's death, that beneficiary's interest in the policy ends with that beneficiary's death. Only those beneficiaries who survive the insured will be eligible to share in the death proceeds. If no beneficiary survives the insured, we will pay the death proceeds of this policy to you, if living, otherwise, to your estate, or to your successor if you are a corporation no longer in existence.

Can you change the beneficiary?

Yes. If you have reserved the right to change the beneficiary, you can request in writing to change the beneficiary. If you have not reserved the right to change the beneficiary, the written consent of the irrevocable beneficiary will be required.

Unless you specify otherwise, your written request to change the beneficiary shall take effect on the date you sign the request. However, if the insured dies before the request has been signed, the request will not be effective as to those death proceeds we have paid before your request was signed.

Payment of Proceeds

When will the policy proceeds be payable?

The proceeds of this policy will be payable if the policy is surrendered or if we receive proof satisfactory to us of the insured's death. These events must occur while the policy is in force. Proof of any claim under this policy must be submitted in writing to our home office. The proceeds will be paid at our home office and in a single sum unless a settlement option has been selected. We will deduct any indebtedness from the proceeds.

Can proceeds be paid in other than a single sum?

Yes. You may request that we pay the proceeds under one of the following settlement options. We may also use any other method of payment that is agreeable to you and us. A settlement option may be selected only if the

payments are to be made to a natural person in that person's own right.

The following settlement options are all payable in fixed amounts as are described below.

Option 1 -- Interest Payments

Payment of interest on the proceeds at such times and for a period that is agreeable to you and us. Withdrawal of proceeds may be made in amounts of at least \$500. At the end of the period, any remaining proceeds will be paid in either a single sum or under any other method we approve.

Option 2 -- Payments for a Specified Period

Monthly payments for a specified number of years. The amount of each monthly payment for each \$1,000 of proceeds applied under this option is shown on the policy data pages. The monthly payments for any period not shown will be furnished upon request.

Option 3 -- Life Income

Monthly payments for the life of the person who is to receive the income. We will require satisfactory proof of the person's age and gender. Payments can be guaranteed for 5, 10, or 20 years. The amount of each monthly payment for each \$1,000 of proceeds based on the Annuity 2000 Table and applied under this option is shown on the policy data pages. The monthly payments for any ages not shown will be furnished upon request.

Option 4 -- Payments of a Specified Amount

Monthly payments of a specified amount until the proceeds and interest are fully paid.

If you request a settlement option, we will prepare an agreement for you to sign, which will state the terms and conditions under which the payments will be made.

The settlement payments at the time of commencement will not be less than those that would be provided by the application of the surrender value to purchase a single premium immediate annuity contract at purchase rates offered to the same class of annuitants by the company, whether the annuity benefits are payable in fixed or variable amounts or a combination thereof.

Can a beneficiary request payment under a settlement option?

A beneficiary may select a settlement option only after the insured's death. However, you may provide that the beneficiary will not be permitted to change the settlement option you have selected.

Are the proceeds exempt from claims of creditors?

To the extent permitted by law, no payment of proceeds or interest we make will be subject to the claims of any creditors.

Also, if you provide that the option selected cannot be changed after the insured's death, the payments will not be subject to the debts or contracts of the person

receiving the payments. If garnishment or any other attachment of the payments is attempted, we will make those payments to a trustee we name. The trustee will apply those payments for the maintenance and support of the person you named to receive the payments.

What settlement option guaranteed interest rate will we pay on death proceeds?

We will pay interest on death proceeds at an annual rate which will never be less than the settlement option guaranteed interest rate shown on the policy data pages.

We will pay interest from the date of the insured's death until the date of payment.

If death proceeds are not paid within 30 days from the date we receive due proof of death, interest from day 30 to the date of payment will be credited at the rate required by Arkansas Code 23-81-118, or the settlement option guaranteed interest rate shown on the policy data pages, whichever is greater.

Policy Values

What is the total cash value of your policy?

The total cash value of your policy, as of the date to which all premiums due have been paid, is the base cash value shown for that date in the Table of Guaranteed Cash Values then in effect as shown on the policy data pages plus the cash value of any paid-up additional insurance, plus the cash value of any additional agreement. If premiums are paid other than annually, the total cash value and the surrender value for the insurance provided by this policy and any attached agreements will be adjusted proportionally.

The total cash value of your policy within 60 days after the due date of an unpaid premium is the same as on the due date, unless the total cash value has been reduced by the surrender of any cash value after the due date. After that 60-day period, if your policy is continued as extended term or reduced paid-up insurance, the cash value at any time will be the reserve on that insurance. The cash value of any extended term or reduced paid-up insurance which is surrendered within 30 days after a policy anniversary will be at least equal to the cash value of any such extended term or reduced paid-up insurance as of that anniversary.

At your request, we will tell you what the base cash value is for any date not included in the Table of Guaranteed Cash Values shown on the policy data pages.

Do the values in this policy conform to the minimums required by law?

Cash values and any paid-up nonforfeiture benefits available under the policy are not less than the minimum values and benefits required by, or pursuant to, the NAIC Standard Nonforfeiture Law for Life Insurance, Model #808.

What is the basis for the calculations of the nonforfeiture values?

We use the 2001 Commissioners Standard Ordinary Smoker Distinct, Ultimate, Age Nearest Birthday, Sex-Distinct Mortality Tables and an annual interest rate of 4%. However, if the policy was issued as unisex, we use a corresponding unisex mortality table, the 2001 Commissioners Standard Ordinary Smoker Distinct, Ultimate, Age Nearest Birthday, (50% male, 50% female) Mortality Tables. The gender of the insured shown on the policy data pages describes whether the policy was issued as sex-distinct or unisex.

What happens if the premium due on your policy is not paid?

Your policy will lapse if the premium due is not paid before the end of the grace period. If your policy has no surrender value, the insured's life is no longer insured. If your policy has a surrender value, we will apply it to purchase extended term insurance. In addition, you may, within 60 days of the due date of the unpaid premium, request that we purchase reduced paid-up insurance or receive the surrender value in cash. If the amount of reduced paid-up insurance would be less than \$1,000, we will pay the surrender value plus any dividends left to accumulate at interest to you in cash.

If extended term or reduced paid-up insurance is purchased, it will be effective as of the due date of the unpaid premium and no further premiums will be due. You may reinstate your policy as described in the Premiums provision of this policy.

What is extended term insurance?

It is term insurance that is purchased by applying the surrender value of your policy as a net single premium to buy extended term insurance for the maximum period. The amount of this insurance will be equal to the face amount of your policy, plus the face amount of any additional benefit agreements, plus the face amount of any paid-up additional insurance, less the amount of any indebtedness. At the end of the extended term period all insurance under this policy will terminate, this policy will have no surrender value and we will send you any dividends left to accumulate at interest in cash. Your policy will not receive any dividends while it is on extended term insurance.

What is reduced paid-up insurance?

It is paid-up insurance that is purchased by applying the surrender value of your policy as a net single premium to buy paid-up insurance for a reduced face amount. This insurance will continue for the insured's lifetime unless you surrender the policy for its remaining value. Reduced paid-up insurance will continue to be eligible for dividends as provided for in the Dividends provision of this policy.

You can change the nonforfeiture option at any time with your written request, as long as your policy is active and not in nonforfeiture status.

Policy Loans

Can you borrow money on your policy?

After the first policy year, you may borrow up to the loan value of your policy. We will require your written request for a policy loan. The policy will be the only security required for your policy loan. The loan value is determined as of the date you signed your request for a policy loan. We will charge interest on your policy loan in arrears.

We have the right to postpone your policy loan for up to six months. We cannot do so if the policy loan is to be used to pay premiums on any policies you have with us.

What is the loan value of your policy?

The loan value of your policy is its total cash value, minus any indebtedness. The total cash value will be determined as of the date to which your premiums are paid on this policy, but not beyond the next policy anniversary.

Can you arrange for automatic premium loans to keep your policy in force?

Yes. If you asked for this service in your application, or if you write us and ask for this service after your policy has been issued, we will make automatic premium loans. You can also write to us at any time and tell us you do not want this service.

If you have this service and you have not paid the premium that is due before the end of the grace period, we will make a policy loan to pay the amount of premium due.

If there is not enough loan value to pay the full premium due, we will make a policy loan for the maximum premium loan amount available. There must be enough loan value to pay at least a quarterly premium. If the loan value is not enough to pay at least a quarterly premium, your policy will lapse.

What is the policy loan interest rate?

The policy loan interest rate is shown on the policy data pages.

When is policy loan interest due and payable?

Policy loan interest is due on a policy loan transaction, on each policy anniversary, on surrender or lapse of the policy and on the date of the insured's death. If you do not pay the interest on your policy loan in cash, your policy loan will be increased by an additional policy loan in the amount of the unpaid interest. It will then be charged the same rate of interest as your policy loan.

How and when can you repay your policy loan?

If your policy is in force, your policy loan can be repaid in part or in full at any time before the insured's death. Your policy loan may also be repaid within 60 days after the

date of the insured's death if we have not paid any of the benefits under this policy. Any policy loan payment must be at least equal to the amount shown on the policy data pages unless the balance due is less than that amount.

What happens if you do not repay your policy loan?

Your policy will remain in force unless the indebtedness exceeds the total cash value of your policy. If the indebtedness exceeds the total cash value of your policy, your policy will lapse.

To prevent your policy from lapsing, you will have to make a policy loan payment. We will notify you 61 days in advance of our intent to lapse the policy and the policy loan payment required to keep it in force. The time for payment will be within 61 days after our mailing of the notice.

Surrender

May the policy be surrendered?

Yes. You may request to surrender your policy in full at any time before the death of the insured. Also, if there are any dividends left with us to accumulate at interest, we will pay that amount upon surrender.

What is the surrender value of your policy?

The surrender value of your policy is the total cash value on the date of the surrender, less any indebtedness on that date. You may request your surrender value at any time.

How do you surrender your policy?

Send us your policy and a written request to surrender it for its surrender value on the date of surrender. Instead of payment in a single sum, you may request that your surrender value be used to provide extended term or reduced paid-up insurance.

May the payment of the surrender value be deferred?

Yes. We reserve the right to defer the payment of the surrender value of the policy for up to six months from the date of your written request. If we postpone our payment for more than 31 days following the date you signed your request, we will pay you interest at the settlement option guaranteed annual interest rate shown on the policy data pages for the period during which payment is postponed.

What if the insured dies after you request a surrender?

If the insured dies after we receive your surrender request, we will pay the surrender value to you or your estate; we will not pay a death benefit to the beneficiary.

Are there restrictions on the amount of paid-up additional insurance you can surrender?

Unless you have specified otherwise in writing, if a requested surrender of paid-up additional insurance

would cause your policy to be classified as a modified endowment contract under the Code, we will not accept your request.

Additional Information

Can you assign your policy?

Your policy may be assigned. The assignment must be in writing and filed with us at our home office and unless you specify otherwise, shall take effect on the date you sign the notice of assignment. We assume no responsibility for the validity or effect of any assignment of this policy or of any interest in it. Any proceeds which become payable to the assignee will be payable in a single sum. Any claim made by an assignee will be subject to proof of the assignee's interest and the extent of that interest.

What if the age or gender of the insured is misstated?

If the age or gender of the insured has been misstated, the amount of proceeds payable under this policy or any agreement attached to this policy, will be that amount which the premiums paid would have purchased based upon the insured's correct age and gender.

When does your policy become incontestable?

After this policy has been in force during the lifetime of the insured for two years from the policy date, we cannot contest this policy, except for the nonpayment of premiums or fraud, except for those states where fraud is not allowed as a reason to contest.

However, if there has been a policy change or reinstatement for which we required evidence of insurability, that policy change or reinstatement will be contestable for two years during the lifetime of the insured, from the effective date of the policy change or reinstatement.

Is there a suicide exclusion?

Yes. If the insured, whether sane or insane, dies by suicide within two years of the policy date, our liability will be limited to an amount equal to the premiums paid for this policy less any policy loan and unpaid policy loan interest.

If there has been a policy change for which we required evidence of insurability, and if the insured dies by suicide within two years from the effective date of the policy change, our liability with respect to the policy change will be limited to an amount equal to the portion of the premiums paid for that policy change.

What if this policy is issued without evidence of insurability?

If this policy is issued without evidence of insurability, either as a conversion from a policy we previously issued or under the provisions of an additional insurance agreement, the contestable and suicide periods will be measured from the effective date of the preceding policy or agreement.

SECURE FAMILY WHOLE LIFE POLICY

Face Amount payable at death

Premiums paid to the date shown on the policy data pages

Participating

Minnesota Life Insurance Company, a stock company, is a subsidiary of Minnesota Mutual Companies, Inc., a mutual holding company. You are a member of the Minnesota Mutual Companies, Inc., which holds its annual meetings on the first Tuesday in March of each year at 3 p.m. local time. The meetings are held at 400 Robert Street North, St. Paul, Minnesota 55101-2098.

MINNESOTA LIFE

Conditional Insurance Agreement

This agreement is a part of the policy to which it is attached and is subject to all its terms and conditions. This agreement is effective as of the date shown on the policy data pages.

What does this agreement provide?

Provided that all the conditions stated in this agreement are met, this agreement provides you the option to add additional amounts of insurance on the insured's life without providing evidence of insurability. The additional amounts of insurance will be part of the policy to which this agreement is attached.

What are the condition dates under this agreement?

The condition dates under this agreement are shown on the policy data pages.

What are the conditions of this agreement?

These additional amounts of insurance may be added only if the following conditions are met on the applicable condition date:

- (1) The insured must be actively at work. Actively at work means that the insured has been continuously employed for pay at the regular place of business of his or her employer for the required number of hours and the period shown on the policy data pages; and the insured has not missed more than 3 consecutive work days during this period due to heart disorder, cancer, stroke, kidney disorder, lung disorder, or diabetes; and
- (2) As of the condition date, the insured is not totally disabled. Total disability is a disability resulting from an accidental injury, sickness or a disease that requires the care of a licensed physician and continuously prevents the insured from engaging in an occupation. Occupation means the insured's substantial and material duties of their regular job or any occupation for which the insured is reasonably fitted by education, training or experience.

Also, the insured's total and irrecoverable loss of:

- a) the sight of both eyes, or
- b) the use of both hands, or
- c) the use of both feet, or
- d) the use of one hand and one foot, or
- e) hearing or speech,

will be considered total disability even if the insured engages in an occupation.

If you have not notified us of the insured's total disability that began prior to the condition date, the additional insurance that was scheduled to become effective during the period of total disability will be void and we will refund any premiums paid for such additional insurance; and

- (3) The initial premium due for the additional insurance must be paid by the 31st day after the scheduled effective date of such additional insurance; and
- (4) On your policy anniversary, your face amount immediately prior to the election of the additional insurance amount must be less than or equal to the maximum amount of insurance as shown on the policy data pages.

We will not void any additional insurance due to the insured's failure to meet the conditions stated above after such additional insurance has been in force, during the insured's lifetime, for two (2) years from the effective date of such additional insurance.

What is the additional insurance provided by this agreement?

The face amount for each amount of additional insurance is shown on the policy data pages.

Will dividends apply to the additional insurance amounts?

Yes. The Dividends provision of the policy will apply to the additional insurance. However, we do not anticipate paying a dividend until the end of the second policy year following the effective date of such additional insurance. Dividends for the additional insurance will be applied under the same dividend option as elected on the policy.

Are there limits to the additional insurance under this agreement?

Yes. This agreement provides the option of increasing the face amount of your policy on a maximum of two (2) dates. The second increase will not be allowed if you do not elect the first increase or if as a result of the first increase, the total face amount of the policy is greater than the maximum face amount shown on the policy data pages.

Are there scheduled dates to exercise this agreement?

Yes. The scheduled exercise dates are the first and second policy anniversaries of your contract as shown on the policy data pages.

What is the premium for this agreement?

There is no premium for this agreement. However, your premiums will change if you elect the additional insurance as shown on the Supplemental Schedule of Benefits page of the policy data pages.

Will we notify you of your option to elect the additional insurance?

Yes. On or about each condition date, we will notify you of the amount of additional insurance that will become effective, subject to all stated insured conditions being met. If you decline the additional insurance or the insured does not meet all stated conditions, you must notify us in writing within the period of time stated in our notice to you.

Your failure to provide the required notice shall not affect our right to void the additional insurance in accordance with the terms of this agreement.

Will evidence of insurability be required?

No. Evidence of insurability will not be required of the insured for the additional amounts of insurance.

When will the additional amounts of insurance be effective?

If you exercise your option to add the additional amounts of insurance, they will become effective on the first and second policy anniversaries as shown on the policy data pages.

What happens if the insured dies after a request to exercise the option for the additional amount of insurance provided by this agreement but before the effective date of the additional insurance?

If the insured dies after a request to exercise the additional amount of insurance option, but before the effective date of the additional insurance, the additional insurance amount will not be added to your policy.

What happens if you decline an increase?

You may choose not to exercise your right to increase your face amount according to the terms of this agreement. However, if you decline the first option to increase your face amount, there will be no additional opportunities to exercise face amount increases to your policy under this agreement.

Does this agreement have nonforfeiture values or loan values?

No. This agreement does not have nonforfeiture values or loan values. However, if you exercise your options for the additional insurance amounts, nonforfeiture values for your policy will be shown on the policy data pages.

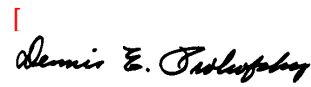
When will this agreement terminate?

This agreement will terminate, except with respect to any additional insurance which became effective prior to the date of termination and no new additional amounts of insurance will become effective under this agreement on the earliest of the following:

- (1) the end of the last day of the grace period of the policy; or
- (2) the date you first decline any additional insurance under this agreement; or
- (3) the date any additional insurance is not available under this agreement because the conditions of the agreement are not met; or
- (4) the date any additional insurance terminates due to failure to pay the initial premium due for the additional insurance within 31 days after the effective date of such additional insurance; or
- (5) the date we pay a claim under an accelerated benefit agreement or waiver of premium agreement attached to the policy; or
- (6) the date on which the last amount of additional insurance becomes effective under this agreement; or
- (7) the date we receive a written request from you to terminate this agreement; or
- (8) the date the face amount of the policy is reduced; or
- (9) the date coverage under the policy terminates for any reason.

Can this agreement be reinstated?

No. This agreement cannot be reinstated.


Secretary


President

Children's Term Agreement

This agreement is a part of the policy to which it is attached and is subject to all its terms and conditions. This agreement is effective as of the date shown on the policy data pages.

What does this agreement provide?

This agreement provides the death benefit shown for this agreement on the policy data pages when we receive proof satisfactory to us that an insured child died while this agreement is in force. In this agreement, "insured" means the person insured under the policy; "insured child" means any natural child, stepchild, or legally adopted child of the insured, who is at least 14 days old, and who:

- (1) is named in the application for this agreement and on the date of that application has not attained his or her 18th birthday; or
- (2) is born to the insured after the date of that application; or
- (3) becomes a stepchild of or is legally adopted by the insured after the date of that application but before the child's 18th birthday.

The insurance on each insured child is level term insurance which expires on the earlier of the first policy anniversary on or after that child's 25th birthday or the policy anniversary following the base insured's 65th birthday. The amount of life insurance on each insured child is shown on the policy data pages.

What is the premium for this agreement?

The premium for this agreement is shown on the policy data pages. Premiums for this agreement must be paid until:

- (1) the first policy anniversary on or after the youngest insured child's 25th birthday or the policy anniversary following the base insured's 65th birthday; or
- (2) the death of the last surviving insured child; or
- (3) the death of the insured.

If the insured dies before this agreement terminates, the insurance provided by this agreement will continue for the remainder of its term without further premium due.

Who will receive the proceeds from this agreement?

We will pay the death benefit to you, if living; otherwise to the insured if living; otherwise to the spouse, or legal

partner, of the insured, if living; otherwise to the living person or persons then insured under this agreement, equally if more than one, or if none, the estate of the person at whose death payment is to be made.

Who will control this agreement at the insured's death?

If the insured is the owner, at the death of the insured, the spouse or legal partner of the insured will have complete control of this agreement. At the death of the spouse or legal partner, or if the insured has no spouse or legal partner, all rights will vest in each insured child with respect to the insurance then in force under this agreement on the life of each insured child.

Is this agreement subject to the incontestability and suicide provisions of the policy?

Yes. Those provisions apply to this agreement. The contestable and suicide periods will be measured from the effective date of this agreement shown on the policy data pages.

Can this insurance be converted to a new policy?

You may convert the insurance on an insured child without evidence of insurability to a new policy, at any time prior to or on the first policy anniversary on or after the child's 25th birthday or following the base insured's 65th birthday. We must receive the application for the new policy and payment of the first premium at our home office before 31 days after the insurance terminates. The insured child must be living on the date of conversion.

The new policy must be on a single life permanent policy of the same or similar class or series, subject to that policy's issue limitations. The new policy will be issued as of the date of termination at the underwriting class then used for the insured child's age on that date.

The amount of the new policy may not exceed 5 times the amount of the existing insurance coverage on that child under this agreement. We will not require satisfactory evidence of insurability on the insured child unless the new policy is to contain an additional agreement. However, if this policy contains a waiver agreement, a waiver agreement may be included in the new policy without evidence of insurability. The waiver agreement will not cover any disability of the insured child commencing before the policy date of the new policy.

When does this agreement terminate?

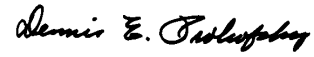
This agreement will terminate on the earliest of:

- (1) the date this policy is surrendered, lapsed or otherwise terminates; or
- (2) the date we receive a written request to cancel this agreement; or
- (3) the first policy anniversary on or after the youngest insured child's age 25 or the policy anniversary following the base insured's 65th birthday; or
- (4) the date of death of the last surviving insured child.

Can this agreement be reinstated?

Yes, this agreement can be reinstated under the following conditions:

- (1) all of the reinstatement conditions stated in your policy have been satisfied; and
- (2) the base insured is under age 64; and
- (3) we receive written request from you; and
- (4) we receive evidence of insurability for all persons then eligible for insurance under this agreement.

[

Secretary


President]

Waiver of Premium Agreement

This agreement is a part of the policy to which it is attached and is subject to all its terms and conditions. This agreement is effective as of the date shown on the policy data pages.

What does this agreement provide?

This agreement provides for the waiver of the total annual premium on this policy if the insured becomes totally and permanently disabled. You will not be required to pay any premium that falls due while the insured is totally and permanently disabled. To qualify, you must give us timely notice and evidence satisfactory to us that the insured's total disability:

- (1) commenced while this policy and agreement were in force; and
- (2) commenced after the policy anniversary nearest the insured's age 18 but before the policy anniversary nearest the insured's age 65; and
- (3) was continuous for six months or more; and
- (4) did not result directly from any act of war, declared or undeclared; and
- (5) was not the result of the use of alcohol or drugs and associated mental health issues, medications, poisons, gases, fumes or other substances taken, absorbed, inhaled, ingested or injected, unless taken upon the advice of a licensed physician in the verifiable prescribed manner and dosage; and
- (6) was not the direct result of a motor vehicle collision or accident where the insured is the operator of the motor vehicle and his or her blood alcohol level meets or exceeds the level at which intoxication is defined in the state where the collision or accident occurred, regardless of the outcome of any legal proceedings connected thereto.

What is "total" disability?

Total disability is a disability resulting from an accidental injury, sickness or a disease that requires the care of a licensed physician and continuously prevents the insured from engaging in an occupation. During the first 24 months of total disability "occupation" means the insured's substantial and material duties of their regular occupation. After 24 months it means the substantial and material duties of their regular job or any occupation for which the insured is reasonably fitted by education, training or experience.

Also, the insured's total and irrecoverable loss of:

- (1) the sight of both eyes, or
- (2) the use of both hands, or
- (3) the use of both feet, or
- (4) the use of one hand and one foot, or
- (5) hearing or speech,

will be considered total disability even if the insured engages in an occupation.

What is "permanent" disability?

Total disability will be considered permanent only after it has existed continuously for at least six months. To avoid policy lapse prior to our waiving premiums, you must continue to pay premiums during those six months or until we approve the claim, whichever is later.

What premium will be waived?

We will waive the total annual premium for your policy. All additional agreements attached to the policy at the time the disability is approved will continue in force.

How long will we waive premiums?

As long as the insured remains disabled, we will waive the total annual premium to the earlier of the date of the insured's recovery or the date through which premiums are payable on the basic policy as shown on the policy data pages.

On what basis will premiums be waived or refunded?

We will waive or refund premiums according to the frequency of premium payment that was in effect on this policy on the date the insured's total disability commenced.

We will refund premiums paid from the date total disability commenced to the date the insured's claim is approved based on the frequency of premium payment in effect on the date total disability commenced. We will not refund any premium paid more than six months before we were notified of the claim.

Premiums waived by us will not be deducted from the policy proceeds.

What if the insured recovers from the disability?

We will no longer waive any premiums on this policy due after the insured recovers.

What if the insured's disability begins during a grace period?

If the insured's disability commenced during a grace period, receipt of the overdue payment is required to avoid lapse. Once the overdue payment is applied, the company will review the claim for waiver of premium.

What if the insured is disabled on the termination date of this agreement?

If the insured's disability commenced prior to the anniversary nearest the insured's age 65 and is still disabled on that anniversary, we will continue to waive premiums until the insured recovers, or until this policy lapses or becomes paid up, whichever is earlier.

Are there any limitations?

We will not waive or refund any premium if the insured's total disability results directly from an act of war while the insured is serving in the military, naval or air forces of any country at war, declared or undeclared.

When must we be notified?

We must receive written notice of the insured's total disability at our home office:

- (1) while the insured is living and totally disabled; and
- (2) not later than one year after the termination of this agreement; and
- (3) within one year after the due date of the premium that you request us to waive or refund.

However, the failure to give this notice within the time provided will not invalidate the claim if it is shown that notice was given as soon as reasonably possible.

What proof will be required?

You must furnish proof satisfactory to us that the insured is totally and permanently disabled as defined in this agreement before we will waive or refund any premiums. We will from time to time also require additional proof satisfactory to us that the insured continues to be totally and permanently disabled. We may also require the insured to submit to one or more physical examinations at our expense. However, we will not require a physical examination more frequently than once a year if the total disability has continued for two years.

What if this policy lapses?

If this policy lapses before we receive notice of the insured's total disability, premiums will be waived or refunded only if the notice is received within one year after the date of the lapse. Also, the total disability must have commenced prior to the date of lapse.

What is the premium for this agreement?

The annual premium for this agreement is shown on the policy data pages. If this agreement terminates, the total annual premium for this policy will be reduced by the amount shown. The premium for this agreement will change if additional agreements on this policy are added or removed.

Will this agreement increase the policy values or policy dividends?

No. This agreement will not increase the policy values of this policy nor will it increase policy dividends. This agreement does not have cash values, loan values or nonforfeiture values.

Is this agreement subject to the incontestability and suicide provisions of the policy?

Yes. Those provisions apply to this agreement. The contestable and suicide periods will be measured from the effective date of this agreement.

If this agreement is issued at a date later than this policy, then this agreement will be contestable but only as to the evidence of insurability which we required to issue this agreement.

When will this agreement terminate?

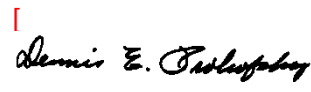
This agreement will terminate on:

- (1) the date any premium due for this policy remains unpaid at the end of the grace period; or
- (2) the date this policy is surrendered, lapsed, or otherwise terminates; or
- (3) the date we receive your written request to cancel this agreement; or
- (4) the policy anniversary nearest the insured's 65th birthday.

Can this agreement be reinstated?

Yes. This agreement can be reinstated under the following conditions:

- (1) all of the reinstatement conditions stated in your policy have been satisfied; and
- (2) we receive written request from you; and
- (3) the policy has not yet reached its anniversary nearest the insured's 65th birthday.


Secretary


President

Individual Life Insurance Application Part 1 for Secure Family Whole Life

MINNESOTA LIFE

Minnesota Life Insurance Company - A Securian Company
Life New Business • 400 Robert Street North • St. Paul, Minnesota 55101-2098

A. Applicant/Owner Information

Owner name (last, first, middle)			
Last:		First:	Middle initial:
Social Security number	Date of birth (mo/day/yr)	Birthplace (state or, if outside US, country)	Gender <input type="checkbox"/> Male <input type="checkbox"/> Female
Street address			
City		State	Zip code
<input type="checkbox"/> Driver's License <input type="checkbox"/> State ID <input type="checkbox"/> Passport <input type="checkbox"/> Greencard <input type="checkbox"/> Other _____			
Identification number		State/country	Expiration date
Cell phone number	Home phone number	Work phone number	
E-mail address			
Employer		Date of hire	
Occupation			
Sponsoring organization/credit union		Credit union account number	
For the last [90 days] have you been continuously employed for pay at the regular place of business of the employer stated above for [17 1/2 or more hours per week]? <input type="checkbox"/> Yes <input type="checkbox"/> No			
If No:			
Have you been on maternity leave within the last [90 days]? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Have you been hired within the last [90 days]? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Are you retired and age [45 or over]? <input type="checkbox"/> Yes <input type="checkbox"/> No			
If Retired:			
Is retirement due to illness or disability? <input type="checkbox"/> Yes <input type="checkbox"/> No			
If No:			
(1) In the last [24 months], have you been hospitalized? <input type="checkbox"/> Yes <input type="checkbox"/> No			
(2) Have you ever been treated for or diagnosed with any form of cancer or tumor (excluding basal cell carcinoma), or any disease or disorder of the heart or circulatory system? <input type="checkbox"/> Yes <input type="checkbox"/> No			

B. Proposed Insured

Proposed insured is: <input type="checkbox"/> Owner <input type="checkbox"/> Spouse <input type="checkbox"/> Legal Partner <input type="checkbox"/> Child <input type="checkbox"/> Grandchild		
Proposed insured name		
Last:		Middle initial:
First:		
Social Security number	Date of birth (month, day, year)	Gender <input type="checkbox"/> Male <input type="checkbox"/> Female
Driver's license number	Issue state	Expiration date
If Proposed Insured is spouse/legal partner:		
Employer	Occupation	
Does the proposed insured reside in the same household as the applicant/owner? <input type="checkbox"/> Yes <input type="checkbox"/> No [If no, provide address below and details in Remarks section]		
Street address		
City	State	Zip code
Remarks		

	If Proposed Insured is child/grandchild:			
	Is child a natural born child or grandchild, adopted child, step-child, or under legal custody or guardianship of applicant?			
	<input type="checkbox"/> Yes <input type="checkbox"/> No			
C. Coverage, Premium, and Billing Section	Face amount \$[100,000]_____ or amount purchased by		\$ _____ [109.74 per month]	
	<input checked="" type="checkbox"/> Waiver of Premium (policy is automatically issued with waiver when insured is age 18-55)		\$ _____ [3.50 per month]	
	<input type="checkbox"/> Children's Term Agreement (not available if Proposed Insured is child)		\$ _____ [4.16 per month]	
	<input type="checkbox"/> Conditional Insurance Agreement [(only available if Proposed Insured is also owner)]		\$N/A	
	<input type="checkbox"/> Accelerated Benefit Agreement		\$ N/A	
	<input type="checkbox"/> Other _____		\$ _____ [per month]	
	Total Deduction Amount including optional Agreements which you have authorized to be deducted.		\$ _____ [per month]	
	THE FOLLOWING PROVISION <i>WILL BE ADDED</i> IF AVAILABLE FOR YOUR POLICY, UNLESS YOU CHOOSE TO OMIT:			
	<input checked="" type="checkbox"/> Omit Automatic Premium Loan Provision			
	Dividend Option:			
<input checked="" type="checkbox"/> Paid Up Additions <input type="checkbox"/> Cash* <input type="checkbox"/> Accumulations* <input type="checkbox"/> Reduced Premiums**				
<input type="checkbox"/> Reduced Premiums with balance to Paid Up Additions**				
*available after issue				
**available after issue with annual premium payments]				
Premium Frequency:				
<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Annual* <input type="checkbox"/> Semi-Annual* <input type="checkbox"/> Quarterly*				
*available after issue]				
Premium Notice Should Be Sent To:				
<input checked="" type="checkbox"/> Owner Address in Section A		<input type="checkbox"/> Proposed Insured Address in Section B		
<input type="checkbox"/> Owner's Business/Employer Address (Indicate below)		<input type="checkbox"/> Other (Indicate below)]		
Name				
Address		City	State	Zip code
Third Party Notification (optional):				
If you wish, you may give us the name and address of a person whom you designate to also receive notice of an overdue premium or pending lapse. (Indicate below)				
Name				
Address		City	State	Zip code
D. Beneficiary Information	Primary beneficiary		Relationship	Percentage
	Primary beneficiary		Relationship	Percentage
	Primary beneficiary		Relationship	Percentage
	Primary beneficiary		Relationship	Percentage
	Primary beneficiary		Relationship	Percentage
	Primary beneficiary		Relationship	Percentage
	Contingent beneficiary		Relationship	Percentage
	Contingent beneficiary		Relationship	Percentage

	Contingent beneficiary	Relationship	Percentage
	Contingent beneficiary	Relationship	Percentage
	Contingent beneficiary	Relationship	Percentage
	Contingent beneficiary	Relationship	Percentage

E. Children's Term Agreement

Children's Term Agreement is available on each child under age 18, unmarried and dependent on Applicant for support. Beneficiary as stated in the agreement.

Child's name and relationship	Date of birth (mm/dd/yyyy)	Gender

F. For The Proposed Insured

For The Proposed Insured:

	Yes	No
1. Applicant/Owner Only: Have you missed more than [three consecutive workdays during the last 90 days] due to heart disorder, cancer, stroke, kidney disorder, lung disorder, or diabetes?	<input type="checkbox"/>	<input type="checkbox"/>
2. Spouse/Legal Partner or Child/Grandchild Only: Is he or she actively performing all the duties of his/her regular occupation (including homemaker or student)? [If no, explain: _____]	<input type="checkbox"/>	<input type="checkbox"/>
3. Has the proposed insured ever been diagnosed by a member of the medical profession as having Acquired Immune Deficiency Syndrome (AIDS) or tested positive for Human Immunodeficiency Virus (HIV)?	<input type="checkbox"/>	<input type="checkbox"/>
4. In the last 5 years, have you used heroin, cocaine (including crack), LSD, PCP, or any other controlled substance except as prescribed by a physician?	<input type="checkbox"/>	<input type="checkbox"/>
5. Do you have any existing life insurance policies or annuity contracts in force with any insurer?	<input type="checkbox"/>	<input type="checkbox"/>
6. Will the insurance now being applied for replace or change insurance or annuities in any company?	<input type="checkbox"/>	<input type="checkbox"/>
7. Has the proposed insured [in the last 12 months, smoked one or more cigarettes]?	<input type="checkbox"/>	<input type="checkbox"/>
8. Except for labor and delivery, has the proposed insured been hospitalized in the last [90 days]? [If yes, explain below. For question 8, details or any "yes" answer (nature and length of illness or treatment; attach additional sheet of paper if necessary) _____ _____ _____ _____ _____]	<input type="checkbox"/>	<input type="checkbox"/>

This image shows a full page of blank, lined paper. It features approximately 20 evenly spaced horizontal grey lines across its entire width, providing a guide for handwriting or typing. The background is a clean, solid white color.

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Agreements and Authorizations

- ☐ By checking this box, the undersigned Applicant: 1) authorizes Minnesota Life to accept and honor requests for policy loans, full surrenders or partial surrenders of paid up additions transmitted by telephone, facsimile, e-mail or other electronic means; 2) agrees that any such request shall be as valid and binding as an originally executed written request; and 3) indemnifies and holds Minnesota Life harmless from any liability incurred by Minnesota Life in taking action in reliance on any such request.

AGREEMENTS: I have read, or had read to me the statements and answers recorded on my application. They are given to obtain this insurance and are, to the best of my knowledge and belief, true and complete and correctly recorded. I understand that any false statement or misrepresentation on this application may result in loss of coverage under this policy subject to the incontestability provision. I agree that they will become part of this application and any policy issued on it. For total coverage amounts where only Part 1 of the application is required, the insurance applied for will take effect upon my signing this application and my signing the Electronic Funds Transfer (EFT) Authorization. For coverage amounts that require completion of Part 2 of the application, the insurance amount that requires the completion of Part 2 will take effect upon underwriting approval, my signing of this application, and my signing the Electronic Funds Transfer (EFT) Authorization.

I acknowledge that I have been given the Your Privacy Is Important To Us notice.

I understand that the policy will be issued at the insured's insurance age on the policy issue date, which may be as many as [90 days] after the date I signed the application.

FRAUD WARNING: Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud and may be guilty of a criminal offense and subject to penalties under state law.

ILLUSTRATION: By my signature below, I acknowledge that I was not given an illustration conforming to the life insurance policy or policies I am applying for. I understand that I will be given an illustration conforming to the policy(ies) as issued no later than at the time that the policy(ies) is/are delivered to me.

BUYER'S GUIDE

By my signature below, I acknowledge that I was given a Life Insurance Buyer's Guide [(Applicable to Illinois, Nevada, New Hampshire, Washington, and Wisconsin)].

LICENSED REPRESENTATIVE STATEMENT

To the best of your knowledge, does this insurance replace any existing insurance or annuities in any company? ☐ Yes ☐ No

Applicant/owner signature X	Date	City	State
Proposed insured signature if other than applicant X	Date	City	State
Parent/conservator/guardian signature (juvenile applications) X	Date	City	State
Licensed representative signature X	Date	Rep code	

Application Part 2

Minnesota Life Insurance Company - A Securian Company
Life New Business • 400 Robert Street North • St. Paul, Minnesota 55101-2098

MINNESOTA LIFE

Proposed insured name (last, first, middle)			Date of birth
Social Security number	Driver's license number	Issue state	Expiration date

	Yes	No
1. During the past 10 years, have you been convicted of two or more Alcohol related moving violations (DUI's/OWI's/"wet reckless"/etc.)?	<input type="checkbox"/>	<input type="checkbox"/>
2. During the past 5 years, have you been convicted of a total of four or more moving violations and/or at-fault accidents (do not include parking tickets in the total)?	<input type="checkbox"/>	<input type="checkbox"/>
3.		
Height and weight	Have you lost weight in the past year?	
FT. IN. LBS.	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, how much? _____	
Cause of weight loss		
4. What is the name of the doctor or physician that can give us the most complete and up to date information concerning your present health?		
Name		If none, check:
		<input type="checkbox"/>
Street Address		
City	State	Zip Code
What treatment was given or medication prescribed?		
		If none, check: <input type="checkbox"/>
Why?		
When was he/she last consulted?		

Answer by checking "Yes" or "No",

	Yes	No
5. Have you been diagnosed by a member of the medical profession as having had or do you have:		
A. Disorder of eyes, ears, nose, or throat?	<input type="checkbox"/>	<input type="checkbox"/>
B. Fainting, convulsions, paralysis, stroke, psychiatric or neurological disorder?	<input type="checkbox"/>	<input type="checkbox"/>
C. Allergies, emphysema, bronchitis or any disorder of the lungs?	<input type="checkbox"/>	<input type="checkbox"/>
D. Any heart or circulatory condition, high blood pressure or chest pain?	<input type="checkbox"/>	<input type="checkbox"/>
E. Any gastrointestinal, liver or gall-bladder disorder?	<input type="checkbox"/>	<input type="checkbox"/>
F. Venereal disease or any disorder of the kidney, bladder, prostate or reproductive organs?	<input type="checkbox"/>	<input type="checkbox"/>
G. Diabetes, thyroid or other endocrine disorder?	<input type="checkbox"/>	<input type="checkbox"/>
H. Arthritis, gout or disorder of the muscles or bones?	<input type="checkbox"/>	<input type="checkbox"/>
I. Human Immunodeficiency Virus (HIV) or Acquired Immune Deficiency Syndrome (AIDS)?	<input type="checkbox"/>	<input type="checkbox"/>
J. Disorder of the skin, lymph glands, cyst, tumor or cancer?	<input type="checkbox"/>	<input type="checkbox"/>
K. Anemia or other disorder of the blood?	<input type="checkbox"/>	<input type="checkbox"/>
6. Are you now under observation or taking medication or treatment?	<input type="checkbox"/>	<input type="checkbox"/>
7. Do you have any doctor's visit or medical care scheduled?	<input type="checkbox"/>	<input type="checkbox"/>

	Yes	No
8. Other than as disclosed above, have you within the past 5 years:		
A. Been a patient in a hospital, clinic, sanitorium, or other medical facility?	<input type="checkbox"/>	<input type="checkbox"/>
B. Been advised by a member of the medical profession to have a diagnostic test, hospitalization, treatment, or surgery which has not been completed?	<input type="checkbox"/>	<input type="checkbox"/>
C. Had an EKG, x-ray, stress test, echocardiogram, angiography, blood studies or any other diagnostic test?	<input type="checkbox"/>	<input type="checkbox"/>
9. Have you ever used heroin, cocaine, narcotics, hallucinogens, tranquilizers, barbiturates, amphetamines or other controlled substances except as prescribed by a physician?	<input type="checkbox"/>	<input type="checkbox"/>
10. Have you ever received treatment, advice or counseling from a physician or other practitioner relating to the use of drugs or the use of alcoholic beverages? (If yes, give name and address of physician or practitioner and date of last visit.)	<input type="checkbox"/>	<input type="checkbox"/>
11. Have you:		
A. Applied for or been examined for life or health insurance within the past year?	<input type="checkbox"/>	<input type="checkbox"/>
B. Ever been declined, postponed or rated up for life or health insurance?	<input type="checkbox"/>	<input type="checkbox"/>
12. Have you [smoked one or more cigarettes within the last 12 months]?	<input type="checkbox"/>	<input type="checkbox"/>

Please give details of all "Yes" answers. Associated question number, when (each instance), length of illness, after effects, names and addresses of physicians and hospitals (Questions 2 through 6); why, when and name of company (Question 8).

AUTHORIZATION: I authorize any physician, medical practitioner, hospital, clinic or other health care provider, insurance or reinsuring company, consumer reporting agency, the Medical Information Bureau, Inc. (MIB), or employer which has any records or knowledge of my physical or mental health, and/or the physical or mental health of each minor child listed as the Proposed Insured, to give all such information and any other non-medical information relating to such persons to Minnesota Life Insurance Company or its reinsurers. This shall include ALL INFORMATION as to any medical history, consultations, diagnoses, prognoses, prescriptions or treatments and tests, including information regarding alcohol or drug abuse and AIDS or AIDS-related conditions. To facilitate rapid submission of such information, I authorize all said sources, except MIB, to give such records or knowledge to any agency employed by Minnesota Life Insurance Company to collect and transmit such information.

I understand this information is to be used for the purpose of determining eligibility for insurance and may be used for determining eligibility for benefits. I understand this information may be made available to Underwriting, Claims, support staff, licensed representatives, and firms of Minnesota Life Insurance Company. I authorize Minnesota Life Insurance Company or its reinsurers to release any such information to reinsuring companies, the MIB, or other persons or organizations performing business or legal services in connection with my application, claim or as may be otherwise lawfully required or as I may further authorize.

I agree this authorization shall be valid for twenty-four months from the date it is signed. I may revoke this authorization at any time by sending a written request addressed to the Individual Underwriting Department, Minnesota Life Insurance Company, 400 Robert Street North, St. Paul, MN 55101-2098.

I understand that I, or my legal representative, have the right to request and receive a copy of this authorization and that a photocopy of this authorization shall be as valid as the original. I understand that no sales representative has the company's authorization, to accept risk, pass on insurability or make, or void, waive or change any conditions or provisions of the application, policy or receipt, as applicable.

FRAUD WARNING: Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing false or deceptive statement is guilty of insurance fraud and may be guilty of a criminal offense and subject to penalties under state law.

I declare and represent that the foregoing statements and answers have been correctly recorded and that they are full, complete and true to the best of my knowledge and belief. Signed in my presence.

Signature of proposed insured X	Date
Signature of licensed representative X	Date

Individual Life Insurance Policy Change Application

MINNESOTA LIFE

Minnesota Life Insurance Company - A Securian Company
Individual Life Policy Administration • 400 Robert Street North • St. Paul, Minnesota 55101-2098

A. Request Information <i>Make all checks payable to Minnesota Life.</i>	Policy number(s)	Insured name (last, first, middle)	
B. Owner Information	Effective date of change <input type="checkbox"/> Current Date <input type="checkbox"/> Date Of Next EFT Draw <input type="checkbox"/> Other (Indicate mm/yy and reason) _____		
C. Address Adjustments	<input type="checkbox"/> Change Owner Home Address <input type="checkbox"/> Add/Change Mailing Address <input type="checkbox"/> Premium Notices Only <input type="checkbox"/> All Correspondence Other Than Premium Notice <input type="checkbox"/> All Mail Name (last, first, middle) _____ Address _____ City _____ State _____ Zip _____		
D. Face Amount Adjustments	<input type="checkbox"/> Decrease Face Amount: \$ _____ (Premium will decrease accordingly)		
E. Premium and Billing Information	Premium Decrease <input type="checkbox"/> Decrease Total Annual Planned Premium Amount: \$ _____ (Face amount will decrease accordingly) Payment Method <input type="checkbox"/> Annual <input type="checkbox"/> Monthly Electronic Funds Transfer (EFT) Plan Number: _____ (If new plan, submit EFT Authorization) <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Quarterly		
F. Conversion	<input type="checkbox"/> Convert Children's Term Agreement at Attained Age Face Amount \$ _____ (Maximum amount available \$50,000) Automatic Premium Loan (APL) Provision is automatically <i>added</i> at conversion, if available for the product, unless indicated here: <input type="checkbox"/> Omit Automatic Premium Loan Provision		
G. Dividends	<input type="checkbox"/> Change Dividend Option To: <input type="checkbox"/> Accumulate at Interest <input type="checkbox"/> Cash <input type="checkbox"/> Loan Repayment <input type="checkbox"/> Paid-up Additions <input type="checkbox"/> Reduce Premium <input type="checkbox"/> Reduce Premium with Balance to Paid-up additions <input type="checkbox"/> Other _____		
[H. Non-Smoker Designation	<input type="checkbox"/> Add Non-Smoker Designation Have you in the last 12 months, smoked one or more cigarettes? <input type="checkbox"/> Yes <input type="checkbox"/> No		

I. Reinstatement

☐ Reinstatement (also complete Part 2 if underwriting class is Simplified issue)

For The Proposed Insured:

Yes No

1. Applicant/Owner Only: Have you missed more than [three consecutive workdays during the last 90 days] due to heart disorder, cancer, stroke, kidney disorder, lung disorder, or diabetes? ☐ ☐

2. Spouse/Legal Partner or Child/Grandchild Only: Is he or she actively performing all the duties of his/her regular occupation (including homemaker or student)? [If no, explain: ☐ ☐

_____]

3. Has the proposed insured ever been diagnosed by a member of the medical profession as having Acquired Immune Deficiency Syndrome (AIDS) or tested positive for Human Immunodeficiency Virus (HIV)? ☐ ☐

4. In the last 5 years, have you used heroin, cocaine (including crack), LSD, PCP, or any other controlled substance except as prescribed by a physician? ☐ ☐

5. Do you have any existing life insurance policies or annuity contracts in force with any insurer? ☐ ☐

6. Will the insurance now being applied for replace or change insurance or annuities in any company? ☐ ☐

7. Has the proposed insured [in the last 12 months, smoked one or more cigarettes]? ☐ ☐

8. Except for labor and delivery, has the proposed insured been hospitalized in the last 90 days? If yes, explain below. ☐ ☐

For question 8, details or any "yes" answer (nature and length of illness or treatment; attach additional sheet of paper if necessary) _____

_____]

AGREEMENTS: I understand that the policy will be contestable, as to representations in this application, from the date of reinstatement or reissue, for the time period stated in the incontestable provision of the policy. The insurance applied for will not take effect unless and until the policy is reissued and delivered and the full first premium is paid while the health of the Insured remains as stated in this Policy Change Application.

J. Additional Agreements

ADD REMOVE

Accelerated Benefit Agreement ☐ ☐Automatic Premium Loan Provision ☐ ☐Children's Term Agreement* ☐ ☐Conditional Insurance Agreement ☐ ☐Waiver of Premium Agreement* ☐ ☐

Other: _____

**Premium will be adjusted accordingly*

**K. Additional
Remarks**

L. Agreements

AGREEMENTS: I have read, or had read to me the statements and answers recorded on my application. They are given to obtain this insurance and are, to the best of my knowledge and belief, true, complete, and correctly recorded. I agree that they will become part of this application and any policy issued on it.

FRAUD WARNING: Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud and may be guilty of a criminal offense and subject to penalties under state law.

Owner signature (give title if signed on behalf of a business) X	Date	City	State
Assignee signature (give title if signed on behalf of a business) X	Date	City	State
Irrrevocable beneficiary signature (give title if signed on behalf of a business) X	Date	City	State
Parent/conservator/guardian signature (juvenile applications) X	Date	City	State

<i>SERFF Tracking Number:</i>	<i>MNNL-127316395</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Minnesota Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>49293</i>
<i>Company Tracking Number:</i>	<i>11-120.03</i>		
<i>TOI:</i>	<i>L071 Individual Life - Whole</i>	<i>Sub-TOI:</i>	<i>L071.101 Fixed/Indeterminate Premium - Single Life</i>
<i>Product Name:</i>	<i>Secure Family Whole Life Policy</i>		
<i>Project Name/Number:</i>	<i>SWL Family/11-120.03</i>		

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item:	Flesch Certification	
Comments:		
Attachment:		
Certification of Compliance.pdf		

	Item Status:	Status Date:
Bypassed - Item:	Application	
Bypass Reason:	The new applications to be used with the policy are attached to the Form Schedule tab.	
Comments:		

	Item Status:	Status Date:
Satisfied - Item:	Life & Annuity - Actuarial Memo	
Comments:		
Attachments:		
Secure Family Whole Life Actuarial Memo 11-120.03.pdf		
Secure Family Whole Life Actuarial Memo - CIA.pdf		
Secure Family Whole Life Actuarial Memo - CTA.pdf		
Secure Family Whole Life Actuarial Memo - WPA.pdf		
Appendix for SFWL Actuarial Memorandum.pdf		

	Item Status:	Status Date:
Satisfied - Item:	Exhibit - Outline of Coverage	
Comments:	As mentioned in the Filing Description, attached is a sample Outline of Coverage for Accelerated Benefit which would be signed and left with any applicant who elects the Accelerated Benefit Agreement.	
.		
Attachment:		

Item Status:	Status
<p>Satisfied - Item: Exhibits - eSignature and Voice Signature Documentation</p> <p>Comments: As mentioned in the Filing Description, attached are exhibits describing both the eSignature and Voice Signature processes.</p> <p>Attachments: Client E-Signature Process Documentation.pdf Client Voice Signature Process Documentation.pdf</p>	<p>Date:</p>

Item Status:	Status
Date:	
<p>Satisfied - Item: Statement of Variability</p> <p>Comments:</p> <p>Attached is a Statement of Variability for the associated data pages and all applications.</p> <p>Attachment:</p> <p>Statement of Variability 11-120.03.pdf</p>	



CERTIFICATION OF COMPLIANCE

Minnesota Life Insurance Company certifies that it is in compliance with the following Arkansas Rules and Regulations and statutes:

Rule and Regulation 19 Unfair Sex Discrimination

Rule and Regulation 49 Guaranty Association Notice

Arkansas Statute 23-80-206 Flesch certification

Arkansas Statute 23-79-138 Contact Notice

Name: Susan C. Johnson

Title: Assistant Secretary

Date: July 12, 2011

Outline of Coverage

Accelerated Benefit Agreement

MINNESOTA LIFE

Minnesota Life Insurance Company • Life New Business
400 Robert Street North • St. Paul, Minnesota 55101-2098

This outline describes features of the Accelerated Benefit Agreement which will be issued with your policy. This outline is not a contract, as only the actual Agreement provisions control. It is, therefore, important that, when presented to you for delivery, you Read Your Policy Carefully!

The Accelerated Benefit Agreement provides the option to have part of the policy's death benefit paid to you if the insured has a terminal condition. The payment is a loan against the death benefit, which is repaid when the insured dies. Any balance of the death proceeds will be paid to the beneficiary. The agreement will be included in the policy without premium cost to you. Here are some highlights of the benefit:

1. A terminal condition is one, caused by sickness or accident, which directly results in reducing the insured's life expectancy to 12 months or less. You must supply us with evidence of this fact, certified by a qualified physician. We may also ask for independent verification at our expense.
2. The maximum accelerated benefit is the lesser of 75% of the death benefit or \$1,000,000. The minimum payment is \$10,000. You can have the payment in one sum, or in another mutually agreeable manner.
3. The interest rate will be set when we process the benefit payment. The rate will not exceed the greater of the published Moody's Composite Average of Yields on Bonds, or the policy loan interest rate. Interest on the portion of the unpaid benefit balance, equal to the policy loan value, will not exceed the policy loan interest rate. Unpaid interest will be added to the balance of the accelerated benefit.

If your policy is a term policy, the interest rate will not exceed the greater of the published Moody's Composite Average of Yields on Bonds, or 8%. Interest on the portion of the unpaid benefit balance, equal to the policy loan value, will not exceed 8%. Unpaid interest will be added to the balance of the accelerated benefit.

4. The policy is effected by accelerated benefits you receive, as follows:

- **Death proceeds are reduced by the amount of accelerated benefits paid plus accrued interest.**
- **Loan or cash surrender values, if any are associated with this policy, are available only if they exceed the accelerated benefits paid plus accrued interest.**
- **If your policy is a participating policy, we expect no further dividends will be declared for participating policies after the accelerated benefit has been paid.**

5. This is not long term care or nursing home insurance. And, you may not be eligible for this benefit if:

- **creditors, in bankruptcy or otherwise, require this option to meet claims; or**
- **a government agency requires this option to apply for, obtain, or keep entitlement benefits.**

6. The receipt of any accelerated benefit payment may be taxable to you. You should seek assistance from your personal tax advisor.

Please date and sign as indicated and keep a copy. Send the original copy to Minnesota Life with the insurance application.

I have read this Outline of Coverage on _____ (Date).

Witness/Registered Representative Signature

X

Application Signature

X

Minnesota Life Insurance Company

Client E-Signature Process

Minnesota Life will be using a vendor, Archway Technology, that will facilitate an electronic application and electronic capture of signature. This vendor has set up secure electronic application processing for other insurance companies. The process that will be followed is below for E-Signature:

1. The licensed advisor who made the sale of the life insurance product will work with the client to fill out application information electronically.
2. The client (*owner/insured*) will have book that has our filed application form in front of them as they are answering questions for the advisor.
3. Once the licensed advisor has asked the client all of the necessary application questions. The advisor will then lock the application.
4. The licensed advisor will then turn the screen to the client and the client will read the following information on the screen:

Electronic Signature Screen

- ☐ By checking this box, I (*owner name*), agree and acknowledge that I 1) authorize Minnesota Life to accept and honor requests for policy loans, full surrenders or partial surrenders of paid up additions transmitted by telephone, facsimile, e-mail or other electronic means; 2) agree that any such requests shall be as valid and binding as an originally executed written request; and 3) indemnifies and holds Minnesota Life harmless from any liability incurred by Minnesota Life in taking action in reliance on any such request.

I, (*owner name*), have read or had read to me the statements and answers recorded on my application. They are given to obtain this insurance and are, to the best of my knowledge and belief, true and complete and correctly recorded. I understand that any false statements or misrepresentation on this application may result in loss of coverage under this policy subject to the incontestability provision. I agree that they will become part of this application and any policy issued on it. For total coverage amounts where only Part 1 of the application is required, the insurance applied for will take effect upon my signing this application and my signing the Electronic Funds Transfer (EFT) Authorization. For coverage amounts that require completion of Part II of the application, the insurance amount that requires the completion of the Part II will take effect upon underwriting approval, my signing of this application, and my signing the Electronic Funds Transfer (EFT) Authorization.

I acknowledge that I have been given the Your Privacy Is Important To Us notice.

I understand that the policy will be issued at the insured's insurance age on the policy issue date, which may be as many as 90 days after the date I signed the application.

FRAUD WARNING: Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is

guilty of insurance fraud and may be guilty of a criminal offense and subject to penalties under state law.

By my signature below, I acknowledge that I was not given an illustration conforming to the life insurance policy or policies I am applying for. I understand that I will be given an illustration conforming to the policy(ies) as issued no later than at the time that the policy(ies) is/are delivered to me.

By my signature below, I acknowledge that I was given a Life Insurance Buyer's Guide (Applicable to Illinois, Nevada, New Hampshire, Washington, and Wisconsin).

City Signed at: (*City*)

State Signed at: (*State*)

Zip Code Signed at: (*Zip*)

Owner Signature Box _____

Process after the application has been signed:

1. Data that was entered on the electronic application along with the capture of the eSignature is passed along to Minnesota Life
2. The data and the eSignature information is then mapped to our filed forms and the forms are completed
3. The completed and eSigned application is then printed and inserted into the back of the policy and becomes part of the policy that is sent to the client

Minnesota Life Insurance Company

Client Voice Signature Process

Minnesota Life will be using a vendor, Archway Technology, that will facilitate an electronic application and voice consent capture of signature. This vendor has set up secure electronic application processing for other insurance companies. The process that will be followed is below for Voice Signature Consent:

1. The licensed advisor who made the sale of the life insurance product over the phone will work with the client to fill out application information electronically.
2. The licensed advisor will conduct the questions to complete the application via the telephone
3. Once the licensed advisor has asked the client all of the necessary application questions. The advisor will then lock the application.
4. The licensed advisor will then confirm with the client that they would like to proceed with a voice authorization.
 - a. If the client agrees, they go into reading to the client the script below. This call is recorded and saved for future reference.
 - b. If the client declines, a paper application is then sent out for the client to wet sign and return to Minnesota Life

Voice Script:

This information is read out loud to the client and recorded.

At this time, I'm going to record the conversation to complete the application process for a Secure Family Whole Life insurance policy issued by Minnesota Life Insurance Company. Is that OK?

Can you please state your full name and address? Thank you

Can you please state your social security number? Thank you

(*Owner name*), can you confirm that you do not intend to replace or change any of your existing insurance in any way as a result of this purchase.

(*Owner name*), do you agree the answers recorded on this application are given to obtain this insurance and are, to the best of your knowledge and belief, true and complete and correctly recorded. You understand that any false statement or misrepresentation on this application may result in loss of coverage under this policy subject to the incontestability provision. You also agree that they will become part of this application and any policy issued on it.

(*Owner name*), do you agree and acknowledge that you 1) authorize Minnesota Life to accept and honor requests for policy loans, full surrenders or partial surrenders of paid up additions

transmitted by telephone, facsimile, e-mail or other electronic means; 2) agree that any such requests shall be as valid and binding as an originally executed written request; and 3) indemnifies and holds Minnesota Life harmless from any liability incurred by Minnesota Life in taking action in reliance on any such request.

I, have had read to me the statements and answers recorded on my application. They are given to obtain this insurance and are, to the best of my knowledge and belief, true and complete and correctly recorded. I understand that any false statements or misrepresentation on this application may result in loss of coverage under this policy subject to the incontestability provision. I agree that they will become part of this application and any policy issued on it. For total coverage amounts where only Part 1 of the application is required, the insurance applied for will take effect upon my signing this application and my signing the Electronic Funds Transfer (EFT) Authorization. For coverage amounts that require completion of Part II of the application, the insurance amount that requires the completion of the Part II will take effect upon underwriting approval, my signing of this application, and my signing the Electronic Funds Transfer (EFT) Authorization.

I understand that the policy will be issued at the insured's insurance age on the policy issue date, which may be as many as 90 days after the date I signed the application.

FRAUD WARNING: Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud and may be guilty of a criminal offense and subject to penalties under state law.

(*Owner name*), please acknowledge that you were not given an illustration conforming to the life insurance policy or policies you are applying for. You understand that you will be given an illustration conforming to the policy(ies) as issued no later than at the time that the policy(ies) is/are delivered to you? Yes/No

(*Owner name*), your signature will be affixed to the following documents that we have completed today:

- Application for Life Insurance
- Electronic Funds Transfer (EFT) Authorization
- Illustration Certificate
- Replacement of Life Insurance or Annuities Notice (if applicable)
- Accelerated Benefit Agreement Coverage (if applicable)
- Part 2 Non-Medical Application (if applicable)
- HIPAA Authorization for Release of Medical Related Information (if applicable)

Do you agree that this recording constitutes your electronic signature for each of these documents and that you intend that this signature be as binding as if you had manually signed each document by hand? Yes/No – if no, this application reverts to a paper application process

Let's review the details of the coverage you are applying for. You are applying for a life insurance policy on (*insured information*) in the amount of (*face amount*). This will include a (*riders*). The current total monthly premium for the policy will be (*total monthly premium*). Is this correct? Yes/No, if no, confirm what amount is being applied for and restart the voice signature process

You have requested and authorized Minnesota Life to take deductions sufficient to pay the premiums on any life insurance policies owned by you through your noted account at (*credit union information*). Is this correct? Yes/No

(*Owner name*), this completes the application process and your voice authorized electronic signature has been appended to each of the documents previously mentioned. Thank you.

SECURE FAMILY WHOLE LIFE INSURANCE POLICY
STATEMENT of VARIABILITY
for
Application Form 11-120.03

SECTION	VARIABLE DATA	EXPLANATION
Insured	36 characters	Individual Insured's Name
Issue Age	0 through 90	Age used for calculating rates
Gender	Male, Female, Unisex	Defines Gender for rates
Policy Date	MM/DD/YYYY	Effective Date of the policy
Policy Change Date	Policy Change Date: MM/DD/YYYY	a. This only prints on a new set of data pages when policy change has been made or an agreement is added to the policy. b. Once the first policy change has been made, this section will always print on any new data pages produced for a new change. For subsequent changes, this date will be updated.
Face Amount	\$1,000 to \$999,999,999	Amount of whole life insurance purchased
Underwriting Class	Modified Guaranteed Issue, Non-Smoker Modified Guaranteed Issue, Smoker Simplified Issue, Non-Smoker Simplified Issue, Smoker	Underwriting class is unique to each policy.
Payment Options	\$X,XXX,XXX.XX Monthly \$X,XXX,XXX.XX Quarterly \$X,XXX,XXX.XX Semi Annual \$X,XXX,XXX.XX Annual	a. Defines premium amount required and mode the owner intends to pay. b. Premium = Total Annual Premium divided by modal frequency. c. Annual Payment = Modal premium x frequency.
Annual policy loan interest rate	Rate: 5% guaranteed for life of policy Range: 2% - 8%	5% guaranteed for life of policy. Not anticipated to change. If it changes to something else within the range, that new rate will apply to new issues only. If it changes to something outside the range, the forms will be refilled.
Minimum policy loan payment	\$XXX.XX	Currently \$25.00, but may change on newly issued policies in the future.
Minimum annual premium for the policy if face amount is decreased	\$X,XXX,XXX.XX	Defines minimum amount of premium for the policy if the face amount is decreased.
Annual policy reinstatement interest rate	Rate: 6% guaranteed for life of policy Range: 2% - 8%	If it changes to something else, new rate will apply to new issues only and forms will be refilled.

SECURE FAMILY WHOLE LIFE INSURANCE POLICY
Policy Form 11-120.03
STATEMENT of VARIABILITY
for
POLICY DATA PAGES

SECTION	VARIABLE DATA	EXPLANATION
Dividend Option	Cash Reduce Premium Accumulate at Interest Paid-Up Additional Insurance	a. Chosen at issue. b. Can be changed at any time by owner under conditions stated in policy c. Dividends declared, if any, will reflect the current Underwriting Class
Basic Policy	(a) Effective Date (b) Premium payable through	(a) Effective date of policy (MM/DD/YYYY) (b) Date through which stated premium amount must be paid
Additional Agreements	Accelerated Death Benefit Agreement Children's Term Agreement Conditional Insurance Agreement Waiver of Premium Agreement	The information for any of the listed agreements will only print when the agreement is added.
Each Agreement	(a) As listed above. (b) Effective Date of each coverage (c) Premiums payable through MM/DD/YYYY (when applicable). (d) Face Amount of Agreements, if any, applies to Children's Term. (e) Conditional Insurance Agreement <ul style="list-style-type: none"> Effective Condition date 1 [February 1, 2012] Condition date 2 [February 1, 2013] Actively at Work Requirements <ul style="list-style-type: none"> Number of hours per week required [17.5] For [90 days] prior to the condition date. Maximum policy face amount prior to election date [\$125,000]. 	(a) Only those optional agreements chosen by applicant will print on the data pages. (b) If an agreement is added after issue, new data pages will be sent to the owner and effective date will be later than policy date. (c) Premiums for that agreement, if any, are paid through the date shown (d) Certain Agreements require owner, at time of application, to choose a desired face amount (e) Conditional Insurance Agreement <ul style="list-style-type: none"> Effective date of the Conditional Insurance Agreement. <i>All of the following design elements may change if Minnesota Life contracts with a different distribution partner in the future.</i> <ul style="list-style-type: none"> 90 days prior to the first policy anniversary. 90 days prior to the second policy anniversary. Number of hours per week insured must work to qualify for the conditional insurance. Duration of actively at work number of hours per week worked prior to the condition date. Maximum policy face amount prior to election date.
Total Annual Premium on Policy Date	Total of all of the individual premium amounts shown for the policy and applicable agreements.	(a) Total annual premium will be the amount the owner pays (b) Total annual premium will include any additional agreement premiums
Table of Guaranteed Cash Values Effective	MM/DD/YYYY	Effective date of policy. This table is issued with all policies.

SECURE FAMILY WHOLE LIFE INSURANCE POLICY
Policy Form 11-120.03
STATEMENT of VARIABILITY
for
POLICY DATA PAGES

SECTION	VARIABLE DATA	EXPLANATION
Table of Guaranteed Cash Values Conditionally Effective	MM/DD/YYYY	Effective date of the first conditional insurance amount (first policy anniversary). This table is issued to all insureds that request the first conditional insurance amount available according to the terms of the Conditional Insurance Agreement and who meet all of the conditions of the first conditional insurance date.
Table of Guaranteed Cash Values Conditionally Effective	MM/DD/YYYY	Effective date of the second conditional insurance amount (second policy anniversary). This table is issued to all insureds that request the second conditional insurance amount available according to the terms of the Conditional Insurance Agreement and who meet all of the conditions of the second conditional insurance date.
Additional Insurance Amount Conditionally Effective Date	MM/DD/YYYY	Effective date of the first conditional insurance amount (first policy anniversary) or the effective date of the second conditional insurance amount (second policy anniversary).
Additional Face Amount	(a) Premium [\$XXX.XX] (b) Premium Payable Through [MM/DD/YYYY]	(a) Premium payable for the first conditional or second conditional amount of insurance. (b) The date through which the corresponding premiums are payable for either the first or second conditional amount of insurance.
Waiver of Premium Applicable on the Additional Face Amount	(a) Premium [\$XXX.XX] (b) Premium Payable Through [MM/DD/YYYY]	(a) Premium payable for the waiver on the additional amount of insurance either for the first conditional or second conditional amount of insurance. (b) The date through which the corresponding waiver premiums are payable for either the first or second conditional amount of insurance.
Total Face Amount	\$1,000 to \$999,999,999	Total face amount of whole life insurance purchased, including additional amounts available under the Conditional Insurance Agreement.
Total Annual Premium Including Additional Insurance	\$X,XXX,XXX.XX	Total annual premium payable.

SECURE FAMILY WHOLE LIFE INSURANCE POLICY
Policy Form 11-120.03
STATEMENT of VARIABILITY
for
POLICY DATA PAGES

SECTION	VARIABLE DATA	EXPLANATION
Death Proceeds Alternative Settlement Options	Prior to the insured's death, the policyowner may select one of the settlement options identified in the 'Payment of Proceeds' section of the policy. There are two options which are illustrated by settlement option tables on the policy data pages: A) 'Payments for a Specified Period'; or B) 'Life Income.'	Only the settlement option selected and its corresponding table will print with the data pages. The rates in each table vary by interest rate as follows: If male/female "Option 3: Life Income" Table 1 will print. If unisex "Option 3: Life Income" Table 2 will print.

**SECURE FAMILY WHOLE LIFE INSURANCE POLICY
STATEMENT of VARIABILITY**

for

Application Forms F74248 5-2011, F74524 5-2011 and F74657 5-2011

The applications are bracketed in most cases to allow for future changes if we have a different distribution partner. For example not all of the agreements currently on the applications may be available with a future distribution partner. The question regarding smoking a cigarette in the last twelve months may be changed to a tobacco, nontobacco use question.